

UNOFFICIAL COPY

SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, That Roy H. Nelson  
and Nancy C. Nelson

(hereinafter called the Grantor), of 8939 Meade Avenue,  
Morton Grove, IL 60053

for and in consideration of the sum of (\$10.00)  
Ten Dollars and no/100 Dollars

in hand paid, CONVEY AND WARRANT to  
Merchandise National Bank of Chicago  
of Merchandise Mart Plaza, Chicago, IL 60654

as Trustee, and to his successors in trust hereinafter named, the following described real  
estate, with the improvements thereon, including all heating, air-conditioning, gas and  
plumbing apparatus and fixtures, and everything appurtenant thereto, together with all  
rents, issues and profits of said premises, situated in the County of Cook

-88-529654

Above Space For Recorder's Use Only

The N. 1/4 of Lot 129 and all of Lot 130 in Oliver Salinger and Company's Second  
Dempster Street Subdivision in the E. 1/4 of the SW 1/4 of Section 17, Township 41  
North, Range 13, East of the Third Principal Meridian in Cook County, Illinois  
commonly known as 8939 Meade Avenue, Morton Grove, Illinois.

Permanent Real Estate Index Number(s): 10-17-312-042  
Address(es) of Premises: 8939 Meade Avenue, Morton Grove, Illinois 60053

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.  
WHEREAS, The Grantor is justly indebted upon a principal promissory note bearing even date herewith, payable  
to Merchandise National Bank of Chicago on November 15, 1988 in the amount of  
Eighty Two Thousand Dollars and no/100 (\$82,000.00) including all renewals and  
extensions thereof.

\*In order to induce the Merchandise National Bank to renew and extend certain notes  
#5135231/72097, 70798 and 71554 in the amounts of \$3,000.00, \$48,613.11 and  
\$18,000.00 respectively and dated August 29, 1988, December 26, 1986 and December 15,  
1987 respectively, this mortgage is being given to provide collateral for the  
Merchandise National Bank.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as herein and in said note or notes provided,  
or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on  
demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said  
premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at  
any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies  
acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the Trustee of Mortgagee, and second, to the  
Trustee herein as then interests may appear, which policies shall be left and remain with the Mortgagee or Trustee until the indebtedness is fully  
paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or interest thereon when due, the grantee or the  
holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said  
premises or pay all prior incumbrances and the interest thereon from time to time and all money so paid, the Grantor agrees to repay immediately  
without demand, and the same with interest thereon from the date of payment. Prime per cent per annum shall be so much additional  
indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest,  
shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach,  
at Prime per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if it of said indebtedness had  
then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof --  
including reasonable attorney's fees, outlays for document preparation, stenographer's charges, cost of procuring or completing abstract showing the  
whole title of said premises embracing foreclosure deed -- shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any  
suit or proceeding wherein the grantee or any holder of the part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such  
expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in  
such foreclosure proceedings, which proceeding whether decree of sale shall have been entered or not, shall not be dismissed, nor shall hereof given,  
until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs,  
executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure  
proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and  
without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to  
collect the rents, issues and profits of the said premises.

The name of a second owner is Roy H. Nelson Jr. and Nancy C. Nelson

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then  
of said County is hereby appointed to be first successor in this trust;  
and if for any like cause, said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby  
appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in  
trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to No prior liens

Witness the hand and seal of the Grantor this 15th day of November 1988

Roy H. Nelson, Jr. (SEAL)

Nancy C. Nelson (SEAL)

Please print or type name(s)  
below signature(s)

This instrument was prepared by Frances A. Kieper, Merchandise National Bank of Chicago  
(NAME AND ADDRESS) Merchandise Mart Plaza  
Chicago, IL 60654

-88-529654

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Kathleen E. Brennan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roy H. Nelson Jr., and Nancy C. Nelson

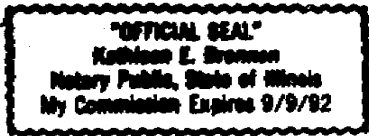
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 15<sup>th</sup> day of November, 1988

(Impress Seal Here)

Kathleen E. Brennan  
Notary Public

Commission Expires 9/9/92



170000-02  
-88-529654

DEPT-01 RECORDING \$12.00  
T12222 TRAN 5175 11/16/88 11:57:00  
16236 + B \*-88-529654  
COOK COUNTY RECORDER

1700

BOX No.	SECOND MORTGAGE	TO	88529654	GEORGE E. COLE® LEGAL FORMS
<b>Trust Deed</b>				